

**Rider E – Payment**

The following change orders have revised this Rider:

<b>AMEND #</b>	<b>CHANGE ORDER NUMBER</b>
1	CR-00024
2	None
3	None
4	None
5	CR-2-00124a
6	None
7	None
8	CR-2-00020-02, CR-2-00104-02, CR-2-00163, CR-2-00167-01, CR-2-00205-01, CR-2-00232, CR-2-00241-01
9	CR-C-00025-02, CR-C-00036-02, CR-C-00045-02, CR-C-00052-01, CR-2-00164, CR-2-00245-01, CR-2-00266, CR-2-00268, CR-2-00269, CR-2-00275, CR-2-00276, CR-2-00285-03, CR-2-00286, CR-2-00287, CR-2-00288, CR-2-00290
10	CR-C-00037-01, CR-C-00055-01, CR-C-00057-01, CR-2-00278, CR-2-00289, CR-C-00291, CR-2-00292, CR-2-01024, CR-2-01028, CR- 2-01035-01
11	CR-2-01012-01
12	CR-C-01157

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**1. PURPOSE**

The purpose of this Rider E is to describe the appropriation provisions, financing provisions (if any), and anticipated compensation schedule agreed to in this Contract with respect to the CSE System.

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**2. PAYMENT PROVISIONS**
**A. Appropriation of Funds.**

- (1) This Contract was issued by the State under and pursuant to the laws of the State of California to fund the acquisition of the CSE System described in this Contract. The State incurs no obligation under this Contract for any period of time for which funds are not appropriated by either the State or federal government for this Contract.
- (2) It is reasonably expected that payments under this Contract will be paid from annual appropriations of the State. Such appropriations will be made annually on the basis of anticipated Compensation described in the Anticipated Compensation Schedule attached as Attachment E-1 of this Rider E during the year for which the appropriation is made, adjusted to correct for discrepancies between the previous year's appropriation and the actual Compensation as described in Rider D achieved during such

year. The remaining general funds of the State are not reasonably expected to be used to make such payments and no other moneys are pledged to this Contract.

- (3) In the event of non-appropriation, the State shall follow the process and have the option and remedies as specified in Paragraph 36 of the Contract.
- (4) The State will use its best efforts to obtain funding for the CSE System purchased under this Contract in the amounts and at the intervals as set forth in the Anticipated Compensation Schedule that is Attachment E-1 of this Rider E.
- (5) All funding for the CSE System is contingent on federal approval as set forth in Paragraph 51 of this Contract. In the event of non-funding by the federal government, the State shall follow the process and have the option and remedies as specified in Paragraph 51 of the Contract.

B. **No Prepayment Penalty.** The State may elect to prepay any portion of the remaining unpaid balance at any time during this Contract. No penalties will be assessed against the State for such prepayments (such as, but not limited to, interest and service charges). If the State elects to prepay the remaining principal balance (in part or in whole) due the Business Partner, the prepayment amount will be calculated as the amount equal to the current balance. The Business Partner will be provided a written notice from the State forty-five (45) calendar days prior to the prepayment date.

C. **Public Purpose of Services.** Pursuant to this Contract, the State is entitled to receive the CSE System in consideration for the obligations of the State under this Contract. Such CSE System will be used in furtherance of the public purposes of the State.

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### 3. FINANCING ASSIGNMENT

Assignment. This Contract shall not be assignable in whole or in part.

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### 4. PERFORMANCE MEASUREMENT

Performance of the CSE System for the purpose of compensation and payment will be measured in accordance with Rider D.

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### 5. PAYMENT

A. **Anticipated Compensation Schedule.** The Anticipated Compensation Schedule is for the State's convenience in obtaining appropriations only and does not govern the payment terms hereof. The amounts shown are based on the initial projections of the timing and magnitude of Compensation resulting from the CSE System as described in Rider D.

- B. **Invoices.** The Business Partner will render invoices in accordance with the following provisions:
- (1) Invoices will be rendered subject to realization of Compensation as described in Rider D to provide for payments.
  - (2) The State and the Business Partner acknowledge that the State's obligation to make payments under this Contract is based on the State's realization of performance as set forth in Rider D and at no time will payments exceed the total amount due the Business Partner under this Contract, except as provided in Paragraph 2.B of this Rider E.
- C. **Payment Due Date.**
- The State shall render payment in accordance with Paragraph 15 of the Contract.

## Anticipated Compensation Schedule

Months	Amount	Months	Amount	Months	Amount
July 1	\$0	July 37	\$18,981,552	July 73	\$801,202
Aug 2	\$0	Aug 38	\$45,225,317	Aug 74	\$5,958,940
Sept 3	\$14,238,296	Sept 39	\$15,471,263	Sept 75	\$300,450
Oct 4	\$5,537,113	Oct 40	\$21,846,127	Oct 76	\$400,601
Nov 5	\$7,233,655	Nov 41	\$32,983,020	Nov 77	\$6,359,542
Dec 6	\$15,187,516	Dec 42	\$25,045,603	Dec 78	\$701,051
Jan 7	\$10,789,977	Jan 43	\$0	Jan 79	\$400,602
Feb 8	\$9,606,682	Feb 44	\$12,750,723	Feb 80	\$5,958,942
Mar 9	\$5,825,672	Mar 45	\$4,860,834	Mar 81	\$1,301,953
Apr 10	\$6,191,712	Apr 46	\$12,036,527	Apr 82	\$400,602
May 11	\$7,595,746	May 47	\$8,304,051	May 83	\$6,359,542
Jun 12	\$4,186,096	Jun 48	\$18,438,233	Jun 84	\$300,450
<b>FY 03/04</b>	<b>\$86,392,465</b>	<b>FY 06/07</b>	<b>\$215,943,250</b>	<b>FY 09/10</b>	<b>\$29,243,877</b>
July 13	\$0	July 49	\$12,009,016	July 85	\$400,602
Aug 14	\$34,688,404	Aug 50	\$16,353,555	Aug 86	\$1,802,705
Sept 15	\$0	Sept 51	\$2,548,763	Sept 87	\$300,450
Oct 16	\$22,142,082	Oct 52	\$8,897,928	Oct 88	\$0
Nov 17	\$28,727,081	Nov 53	\$18,213,856	Nov 89	\$1,402,104
Dec 18	\$4,340,793	Dec 54	\$8,461,412	Dec 90	\$801,202
Jan 19	\$7,866,190	Jan 55	\$1,933,382	Jan 91	\$1,001,503
Feb 20	\$6,169,556	Feb 56	\$8,313,856	Feb 92	\$400,600
Mar 21	\$839,351	Mar 57	\$7,676,050	<b>FY 10/11</b>	<b>\$6,109,166</b>
Apr 22	\$10,662,556	Apr 58	\$7,519,617	<b>TOTAL</b>	<b>\$847,785,017</b>
May 23	\$7,383,588	May 59	\$9,046,232		
Jun 24	\$3,019,707	Jun 60	\$10,075,682		
<b>FY 04/05</b>	<b>\$125,839,308</b>	<b>FY 07/08</b>	<b>\$111,049,349</b>		
July 25	\$19,074,770	July 61	\$6,969,618		
Aug 26	\$16,138,746	Aug 62	\$8,406,375		
Sept 27	\$12,518,516	Sept 63	\$1,498,749		
Oct 28	\$7,896,958	Oct 64	\$6,849,618		
Nov 29	\$54,587,023	Nov 65	\$11,919,322		
Dec 30	\$37,218,175	Dec 66	\$300,448		
Jan 31	\$1,377,284	Jan 67	\$7,052,953		
Feb 32	\$5,506,344	Feb 68	\$1,402,104		
Mar 33	\$0	Mar 69	\$5,858,793		
Apr 34	\$1,510,961	Apr 70	\$400,601		
May 35	\$9,091,915	May 71	\$56,479,759		
Jun 36	\$848,120	Jun 72	\$300,450		
<b>FY 05/06</b>	<b>\$165,768,812</b>	<b>FY 08/09</b>	<b>\$107,438,790</b>		